

# JSA CIVIL

Engineering | Planning | Management

September 12, 2023

Mr. Todd Johnson  
City of Chehalis  
Community Development  
1321 S Market Blvd  
Chehalis, WA 98532

Re: Newaukum Ventures –  
Comprehensive Plan & Zoning Map Amendment Request

Dear Mr. Johnson,

In November of 2022, the Lewis County Board of County Commissioners adopted Ordinance 1337, in which the City of Chehalis Urban Growth Area was amended to include the “Chehalis Westlund-Enbody” properties (tax parcels: 017873003000, 017880001003, 107880001001, 107880001002, 17846003006, 17846001006, 017846003002, 17846001005, & 17874001000). A copy of Lewis County Ordinance 1337 is provided as **Exhibit A**.

Ordinance 1337 also stated that “the City of Chehalis is required to place a conservation easement over the fullest extent of the 100-year floodplain plus the 2007 mapped flood area on all parcels added to the city’s urban growth area associated with [sic] Westlund-Enbody property.” Pursuant to this requirement, a complying deed restriction was recorded in August 2023 and is provided as **Exhibit B**.

In accordance with CMC 17.09.210(C)(2) Newaukum Ventures (AKA Westlund-Enbody properties) requests that the City of Chehalis amend its Comprehensive Plan and Zoning Map to conform with Lewis County Ordinance 1337. We further request the subject properties have a designated zoning of MRC-Mixed Residential/Commercial.

Respectfully,

Brandon Johnson, PE  
Principal  
JSA Civil, LLC

n:\2 - projects\135 newaukum ventures\135.001 oncall engineering\correspondence\to\2023-0912 comprehensive plan amendment request\2023-0912 comp plan amendment request - nv.docx

# EXHIBIT A - ORDINANCE 1337

## BEFORE THE BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

**IN THE MATTER OF:**

ORDINANCE NO. 1337

ADOPT ORDINANCE 1337 TO AMEND THE LEWIS  
COUNTY COMPREHENSIVE PLAN AND  
ASSOCIATED ZONING MAP DESIGNATIONS

**NOW THEREFORE BE IT ORDAINED**

DONE IN OPEN SESSION this 22nd day of November, 2022.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Barbara Russell  
By: Barbara Russell,  
Deputy Prosecuting Attorney

Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Chair

ATTEST:



Sean D. Swope  
Sean D. Swope, Vice Chair

Rieva Lester  
Rieva Lester,  
Clerk of the Lewis County Board of  
County Commissioners

F. Lee Grose  
F. Lee Grose, Commissioner



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

<b>ADOPT ORDINANCE 1337 TO AMEND</b>	)	
<b>THE LEWIS COUNTY COMPREHENSIVE PLAN</b>	)	
<b>AND ASSOCIATED ZONING MAP DESIGNATIONS</b>	)	<b>ORDINANCE 1337</b>
	)	

**WHEREAS**, RCW 36.70A.040 requires Lewis County to plan under and in accordance with the Growth Management Act; and

**WHEREAS**, RCW 36.70A.130 requires that comprehensive plans be subject to continuing review and evaluation by each county at a frequency no more than once every year; and

**WHEREAS**, RCW 36.70A.130 requires comprehensive plan changes to be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained; and

**WHEREAS**, RCW 36.70A.040 requires adoption of development regulations consistent with comprehensive plans; and

**WHEREAS**, in the year 2022, the Lewis County Planning Commission reviewed the proposed amendments to the Lewis County Comprehensive Plan map and associated zoning map designations as shown in Exhibit A; and

**WHEREAS**, staff provided notice for public hearings before the Lewis County Planning Commission on the proposed amendments in the manner prescribed in Chapters 17.05 and 17.12 LCC on June 9, 2022, July 7, 2022, August 4, 2022, and August 11, 2022; and

**WHEREAS**, the Lewis County Planning Commission held public hearings on the proposed amendments shown in Exhibit A on June 28, 2022, July 17, 2022, July 26, 2022, and August 23, 2022; and

**WHEREAS**, following the public hearings, the Planning Commission deliberated and determined that all but one of the proposed the amendments met the intent and requirements of the Growth Management Act, were consistent with the Lewis County Comprehensive Plan and Countywide Planning Policies, and were in accordance with the public interest. The Planning Commission determined that the proposal to amend the City of Chehalis urban growth area for Assessor's tax parcel number 017904002002, known as the Breen property, was not in the public interest; and

**WHEREAS**, on September 14, 2022, the Planning Commission signed a Letter of Transmittal recommending approval of six of the proposed amendments and recommending rejection of one of the proposed amendments, as shown in Exhibit A; and

**WHEREAS**, on October 18, 2022, the Lewis County Board of County Commissioners (BOCC) passed Resolution 22-328 to hold a public hearing on Ordinance 1337 and directed the Clerk of the Board to provide notice of the hearing; and



**WHEREAS**, the BOCC held duly noticed public hearing on the proposed amendments to the Lewis County Comprehensive Plan and associated zoning map designations beginning on November 1, 2022, recessing and continuing to November 8, 2022; and

**WHEREAS**, the BOCC found that the proposed the amendments met the intent and requirements of the Growth Management Act, were consistent with the Lewis County Comprehensive Plan and Countywide Planning Policies, and all proposals, except the City of Chehalis – Breen proposal (Exhibit A, Attachment 1) and the YMCA Rezone (Exhibit A, Attachment 4), to be in the best interest of the public.

**NOW THEREFORE BE IT RESOLVED** the BOCC finds the proposed amendment to the City of Chehalis urban growth area for the parcel listed in Exhibit A, Attachment 1, known as the Breen property, is not in the public interest and hereby denies the amendment to the Lewis County Comprehensive Plan and associated zoning designation; and

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for the parcels listed in Exhibit A, Attachment 4, known as the Mineral Lake YMCA rezone, is not in the public interest and hereby denies the amendment to the Lewis County Comprehensive Plan and associated zoning designation; and

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment to the City of Chehalis urban growth area for parcels listed below, known as the Westlund-Enbody property, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the amendment to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 2; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Chehalis Westlund- Enbody	017873003000	Urban Growth Area	City – Urban Growth Area
	017880001003		
	017880001001		
	017880001002		
	017846003006		
	017846001006		
	017846003002		
	017846001005		
	017874001000		

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC requires that prior to development (as defined Lewis County Code Chapter 17), the City of Chehalis is required to place a conservation easement over the fullest extent of the 100-year floodplain plus the 2007 mapped flood area on all parcels added to the city's urban growth area associated with Westlund-Enbody property, as shown in Exhibit A, Attachment 2; and



**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment to the City of Centralia urban growth area for parcels listed below meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 3; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Centralia	021586003005 021586003001 010592007000 010592006001 010592008003 021586004000 021586003006 010592005000 010592004000 010592003000 010592002000 010592001000 021587001000 021589005000 021589004002 021589004001	Urban Growth Area	City – Urban Growth Area

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for parcels listed below, known as the Good-Avapollo Mining Opt-in rezone, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 5; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Good-Avapollo Mining Opt-in	028043004001 028043004002 028061000000 028025001000 028024001000	Mineral Resource Land	Mineral Resource Land (MRL)

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for the parcel listed below, known as the De Goede rezone, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 6; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
De Goede	028519065005	Other Rural Land	Rural Development District 5 (RDD-5)

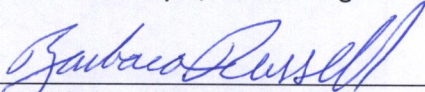


**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for the parcel listed below, known as the Adna Grocery Store rezone, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 7; and

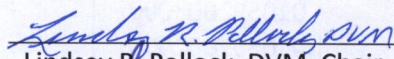
Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Adna Grocery Store	018752001000	Small Community	Small Town Mixed Use (STMU)

**NOW THEREFORE BE IT FURTHER RESOLVED** that the BOCC directs staff to produce an Official Lewis County zoning map or maps, as required by Chapter 17.200 of the Lewis County Code, which reflects the decisions made in this ordinance.

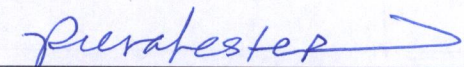
APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

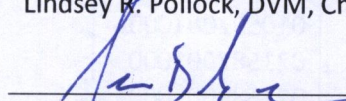
  
By: Civil Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Lindsey R. Pollock, DVM, Chair

ATTEST:

  
Rieva Lester, Clerk of the Board

  
Sean D. Swope, Vice Chair

  
F. Lee Grose, Commissioner





# EXHIBIT B - DEED RESTRICTION

3596861

MISC

2:25:40 PM Total Pages: 18 Fees: 220.50  
CPA, Lewis County Auditor, Chehalis, Washington



AFTER RECORDING, RETURN TO:  
Dickson Frohlich Phillips Burgess PLLC  
111 21<sup>st</sup> Avenue SW  
Olympia, Washington 98501

## DECLARATION OF RESTRICTIONS

Grantor:	Newaukum Ventures, LLC, a Washington limited liability company
Grantee:	City of Chehalis, a Washington municipal corporation
Legal Description: (abbreviated)	S14 T13N R2W LTS A, B, and C 935319 S13 T13N R2W PT W1/2 SW 1/4 S13 T13N R2W PT NW1/4 SW 1/4 W HWY
Assessor's Tax Parcel ID Nos:	017880-001-001 017880-001-002 017880-001-003 017846-001-005 017846-001-006 017846-003-006
Reference Nos. of Documents	

**THIS DECLARATION OF RESTRICTIONS** ("Declaration") is made and entered into the 10 day of August, 2023, by and between Newaukum Ventures, LLC, a Washington limited liability company ("Grantor") and the City of Chehalis, a Washington municipal corporation ("Grantee"), for the benefit of the public.

### RECITALS

**A. WHEREAS**, Grantor is the owner of approximately 247 acres of real property located in the vicinity of Newaukum Golf Drive, Chehalis, Lewis County, Washington, (hereafter, the "Newaukum Property" or "Property"); and

**B. WHEREAS**, the Newaukum Golf Course encompasses a portion of the Property, and the southern portion of the Property is also partially encumbered by wetlands and the floodplain of the Chehalis River; and

C. **WHEREAS**, in 2020, Grantor submitted an application to the City of Chehalis to expand the City's Urban Growth Area ("UGA") to include the Newaukum Property in order to allow for future development; and

D. **WHEREAS**, on November 22, 2022, following review and public hearings required pursuant to the Lewis County Planned Growth process, City and County codes, and the Growth Management Act (RCW 36.70A), the Lewis County Board of County Commissioners approved Ordinance No. 1337, a copy of which is attached as **Exhibit A**, which amended the Lewis County Comprehensive Plan and Associated Zoning Regulations; and

E. **WHEREAS**, as adopted, Ordinance No. 1337 expanded the Chehalis UGA to include the Newaukum Property (described therein as the "Westlund-Enbody" property) and rezoned the Property from Rural Development District (RDD-5) to "City - Urban Growth Area," and;

F. **WHEREAS**, Washington State Growth Management Act regulations (specifically, WAC 365-196-310(1)(b)(iii)(C)) allow for urban growth area expansions into the one-hundred-year flood plain of any river, provided that the following conditions are met:

(C) The land is owned by a jurisdiction planning under this chapter or the rights to the development of the land have been permanently extinguished, and the following criteria are met:

- (I) The permissible use of the land is limited to one of the following: Outdoor recreation; environmentally beneficial projects including, but not limited to, habitat enhancement or environmental restoration; stormwater facilities; flood control facilities; or underground conveyances; and
- (II) The development and use of such facilities or projects will not decrease flood storage, increase stormwater runoff, discharge pollutants to fresh or salt waters during normal operations or floods, or increase hazards to people and property.

and;

G. **WHEREAS**, in order to comply with WAC 365-196-310(1)(b)(iii) (C), Ordinance No. 1337 imposed a condition of approval which provides in pertinent part as follows:

...prior to development (as defined Lewis County Code Chapter 17), the City of Chehalis is required to place a conservation easement over the fullest extent of the 100-year floodplain plus the 2007 mapped flood area on all parcels added to the city's urban



growth area associated with [sic] Westlund-Enbody property, as shown in Exhibit A, Attachment 2 ...

and;

**H. WHEREAS,** Grantor desires through the recording of this Declaration to impose permanent development restrictions on those portions of the Property containing the floodplain and the 2007 mapped flood area, which are legally described on **Exhibit B** and depicted in **Exhibit C**, in compliance with the requirements of Ordinance No. 1337 (collectively, the "Floodplain"); and

**I. WHEREAS,** the City of Chehalis has reviewed the Declaration and concurs that it satisfies the requirements of Ordinance No. 1337.

### COVENANTS

**NOW, THEREFORE,** in consideration of the above and the covenants, terms, conditions, and restrictions herein, Grantor does hereby establish real property covenants on the Floodplain as follows:

**1. Declaration of Real Property Covenant.** Grantor voluntarily establishes this Declaration in perpetuity over the Floodplain on the terms and conditions set forth herein exclusively for the purpose of permanently extinguishing development rights within the Floodplain.

**2. Purpose.** It is the purpose of this Declaration to prevent any development within the Floodplain except as expressly provided for herein.

**3. Prohibited Uses.** Except for the purpose of maintaining the state and condition of any portion of the existing Newaukum Valley Golf Course, any development within the Floodplain is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

**a. Construction and Improvements.** The placement or construction of any buildings, structures, or other improvements of any kind, including without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

**b. Development.** Any residential, commercial, or industrial use or activity.

**4. Covenant Running with the Land.** Any and all requirements of the laws of the State of Washington to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estates are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the



Property or portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.

5. **Scope and Effect.** The terms and conditions of this Declaration:
- a. shall go into effect immediately upon recording;
  - b. shall be deemed covenants running with the land and shall continue as servitude running in perpetuity with the Property;
  - c. shall inure to the benefit of Grantee and the public;
  - d. shall inure to the benefit of and bind Grantor;
  - e. shall inure to the benefit of and bind future owners of any title interest in the Property to the same extent they apply to and bind Grantor as if each had been an original signatory to this Declaration;
  - f. shall survive any subsequent transfer of any title interest in the Property;
  - g. are unconditional and shall not be limited in any manner; and
  - h. shall not preclude repair and maintenance of existing improvements, required to maintain and/or sustain operation of the Newaukum Valley Golf Course.

6. **Terms Binding.** No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Property by any person shall affect the terms and conditions of this Declaration.

7. **Perpetual Duration.** This Declaration shall be binding servitude running with the Property in perpetuity.

8. **Specific Performance.** Grantor confirms that damages at law may be an inadequate remedy for a breach of any provision hereof. The rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of Grantee for a breach or threatened breach of any provisions hereof. The rights and obligations of Grantor and Grantee hereunder shall be enforceable in equity as well as at law or otherwise.

9. **General Provisions**

a. **No Waiver.** The failure of Grantee to promptly enforce any right or remedy under this Declaration shall not constitute a waiver thereof and shall not affect or impair the liability of Grantor.



b. **Entire Agreement.** This Declaration sets forth all covenants, promises, agreements, conditions and understandings between Grantor and Grantee concerning the matters addressed in this Declaration, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than as set forth in this Declaration. No subsequent alteration, amendment, change, or addition to this Declaration shall be binding upon the parties unless reduced to writing and signed by Grantee (or its successor) and all owners of a title interest in the Property.

c. **Construction; Severability.** If any provision of this Declaration is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Declaration and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included. In no event shall this Declaration be rendered unenforceable if any applicable laws, regulations, guidance, or policies change as to form or content after the Closing Date.

d. **Governing Law; Venue.** This Declaration shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit arising out of this Declaration shall be in a court of competent jurisdiction in Lewis County, Washington.

e. **Attorneys' Fees.** In any action to interpret or enforce any of the terms or conditions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and litigation expenses, including those incurred at trial or on appeal.

f. **Authority.** The undersigned represents that Grantor is the current fee owner of the Property and is the authorized representative of Grantor to execute and record this Declaration.

IN WITNESS WHEREOF, the Grantor has set its hand on the date first written above.

**GRANTOR:**  
**NEWAUKUM VENTURES, LLC**, a  
Washington limited liability company

By: Joseph O. Enbody  
Joseph O. Enbody  
Its: Governor

By: Trevor L. Westlund  
Trevor L. Westlund  
Its: Governor

**APPROVED AS TO FORM:**  
**CITY OF CHEHALIS**

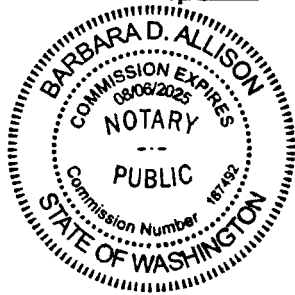
By: Kevin T. Nelson  
Kevin T. Nelson  
Its: City Attorney



STATE OF WASHINGTON )  
 ) ss:  
County of Lewis )

I certify that I know or have satisfactory evidence that Joseph O. Enbody is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Governor of Newaukum Ventures, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this 10<sup>th</sup> day of August, 2023.

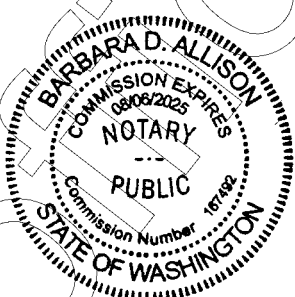


Barbara D. Allison  
Barbara D. Allison  
[Print Name]  
NOTARY PUBLIC for the State of Washington  
Residing at Chehalis WA  
My Commission Expires: 8/6/2025

STATE OF WASHINGTON )  
 ) ss:  
County of Lewis )

I certify that I know or have satisfactory evidence that Trevor L. Westlund is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Governor of Newaukum Ventures, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this 10<sup>th</sup> day of August, 2023.



Barbara D. Allison  
Barbara D. Allison  
[Print Name]  
NOTARY PUBLIC for the State of Washington  
Residing at Chehalis WA  
My Commission Expires: 8/6/2025

**Exhibit A**

**Ordinance No. 1337**

Unofficial Record



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

**ORDINANCE NO. 1337**

**ADOPT ORDINANCE 1337 TO AMEND THE LEWIS  
COUNTY COMPREHENSIVE PLAN AND  
ASSOCIATED ZONING MAP DESIGNATIONS**

**NOW THEREFORE BE IT ORDAINED**

**DONE IN OPEN SESSION this 22nd day of November, 2022.**

**APPROVED AS TO FORM: BOARD OF COUNTY COMMISSIONERS  
Jonathan Meyer, Prosecuting Attorney LEWIS COUNTY, WASHINGTON**

Barbara Russell  
By: Barbara Russell,  
Deputy Prosecuting Attorney

Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Chair

**ATTEST:**

Sean D. Swope  
Sean D. Swope, Vice Chair

Rieva Lester  
Rieva Lester,  
Clerk of the Lewis County Board of  
County Commissioners

F. Lee Grose  
F. Lee Grose, Commissioner



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**ADOPT ORDINANCE 1337 TO AMEND )  
THE LEWIS COUNTY COMPREHENSIVE PLAN )  
AND ASSOCIATED ZONING MAP DESIGNATIONS )      **ORDINANCE 1337**  
)**

**WHEREAS, RCW 36.70A.040 requires Lewis County to plan under and in accordance with the Growth Management Act; and**

**WHEREAS, RCW 36.70A.130 requires that comprehensive plans be subject to continuing review and evaluation by each county at a frequency no more than once every year; and**

**WHEREAS, RCW 36.70A.130 requires comprehensive plan changes to be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained; and**

**WHEREAS, RCW 36.70A.040 requires adoption of development regulations consistent with comprehensive plans; and**

**WHEREAS, in the year 2022, the Lewis County Planning Commission reviewed the proposed amendments to the Lewis County Comprehensive Plan map and associated zoning map designations as shown in Exhibit A; and**

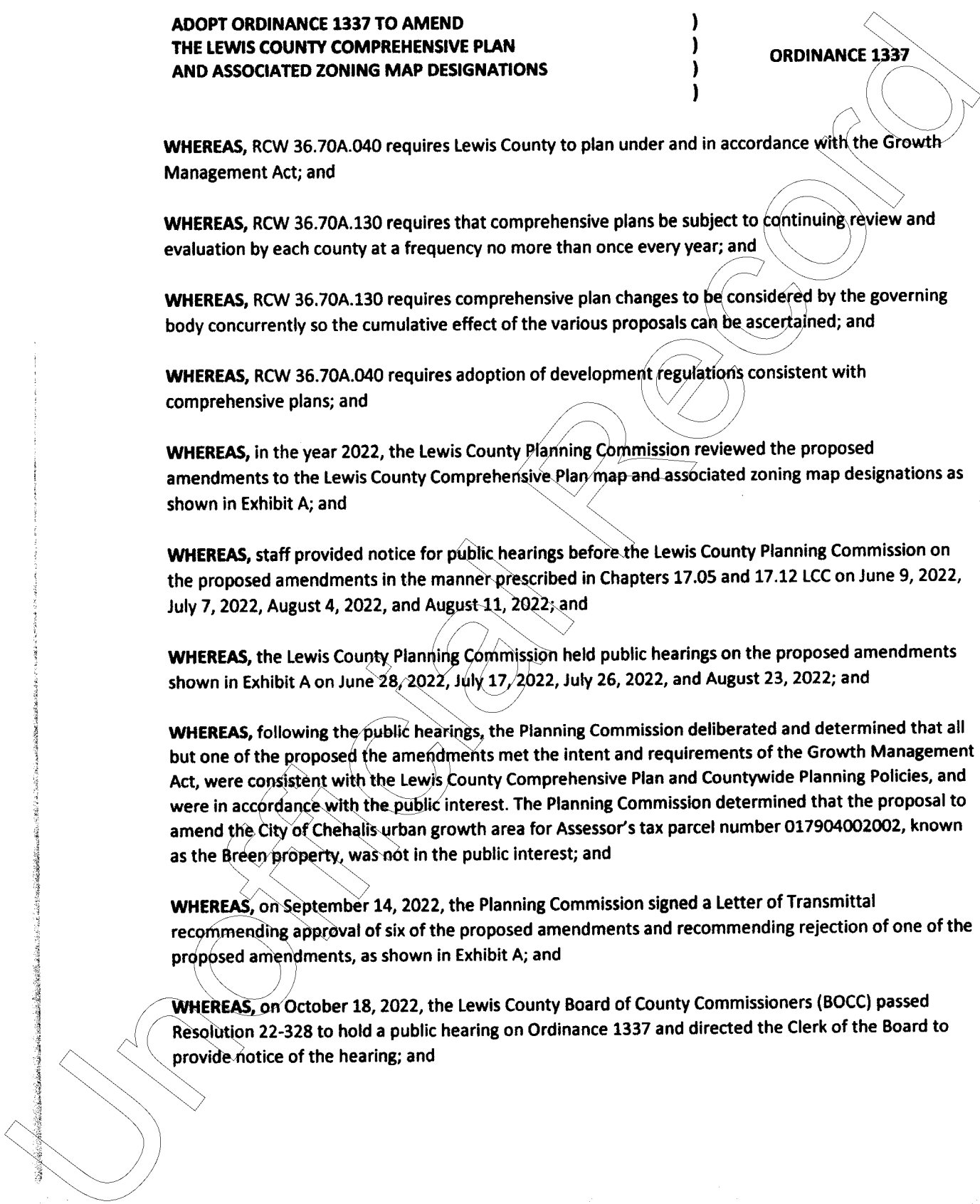
**WHEREAS, staff provided notice for public hearings before the Lewis County Planning Commission on the proposed amendments in the manner prescribed in Chapters 17.05 and 17.12 LCC on June 9, 2022, July 7, 2022, August 4, 2022, and August 11, 2022; and**

**WHEREAS, the Lewis County Planning Commission held public hearings on the proposed amendments shown in Exhibit A on June 28, 2022, July 17, 2022, July 26, 2022, and August 23, 2022; and**

**WHEREAS, following the public hearings, the Planning Commission deliberated and determined that all but one of the proposed the amendments met the intent and requirements of the Growth Management Act, were consistent with the Lewis County Comprehensive Plan and Countywide Planning Policies, and were in accordance with the public interest. The Planning Commission determined that the proposal to amend the City of Chehalis urban growth area for Assessor's tax parcel number 017904002002, known as the Breen property, was not in the public interest; and**

**WHEREAS, on September 14, 2022, the Planning Commission signed a Letter of Transmittal recommending approval of six of the proposed amendments and recommending rejection of one of the proposed amendments, as shown in Exhibit A; and**

**WHEREAS, on October 18, 2022, the Lewis County Board of County Commissioners (BOCC) passed Resolution 22-328 to hold a public hearing on Ordinance 1337 and directed the Clerk of the Board to provide notice of the hearing; and**





**WHEREAS**, the BOCC held duly noticed public hearing on the proposed amendments to the Lewis County Comprehensive Plan and associated zoning map designations beginning on November 1, 2022, recessing and continuing to November 8, 2022; and

**WHEREAS**, the BOCC found that the proposed the amendments met the intent and requirements of the Growth Management Act, were consistent with the Lewis County Comprehensive Plan and Countywide Planning Policies, and all proposals, except the City of Chehalis – Breen proposal (Exhibit A, Attachment 1) and the YMCA Rezone (Exhibit A, Attachment 4), to be in the best interest of the public.

**NOW THEREFORE BE IT RESOLVED** the BOCC finds the proposed amendment to the City of Chehalis urban growth area for the parcel listed in Exhibit A, Attachment 1, known as the Breen property, is not in the public interest and hereby denies the amendment to the Lewis County Comprehensive Plan and associated zoning designation; and

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Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Good-Avapollo Mining Opt-in	028043004001 028043004002 028061000000 028025001000 028024001000	Mineral Resource Land	Mineral Resource Land (MRL)

**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for the parcel listed below, known as the De Goede rezone, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 6; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
De Goede	028519065005	Other Rural Land	Rural Development District 5 (RDD-5)

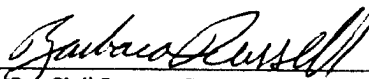


**NOW THEREFORE BE IT FURTHER RESOLVED** the BOCC finds the proposed amendment for the parcel listed below, known as the Adna Grocery Store rezone, meets the approval criteria within Lewis County Code 17.12.100 and hereby adopts the following amendments to the Lewis County Comprehensive Plan and associated zoning designations, as shown in Exhibit A, Attachment 7; and

Name	Assessor's Tax Parcels No.	Comprehensive Plan Map Designation	Lewis County Zoning Map Designation
Adna Grocery Store	018752001000	Small Community	Small Town Mixed Use (STMU)

**NOW THEREFORE BE IT FURTHER RESOLVED** that the BOCC directs staff to produce an Official Lewis County zoning map or maps, as required by Chapter 17.200 of the Lewis County Code, which reflects the decisions made in this ordinance.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

  
By: Civil Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Lindsey R. Pollock, DVM, Chair

ATTEST:

  
Rieva Lester, Clerk of the Board

  
Sean D. Swope, Vice Chair

  
F. Lee Grose, Commissioner



Unofficial

**Exhibit B**

**Legal Description**

**Flood Area**

Unofficial Record



## Newaukum Valley Golf Course 2007 flood plain deed restriction description

That portion of the West Half of the Southwest Quarter of Section 13 and the South Half of the Southeast Quarter of Section 14, in Township 13 North, Range 2 West, W.M., in Lewis County, Washington described as follows:

COMMENCING at the northwest corner of said West Half; thence  $S01^{\circ}52'18''W$  along the west line of said subdivision a distance of 2621.75 feet to the southwest corner of said subdivision and the POINT OF BEGINNING; thence  $S88^{\circ}21'15''E$  along the south line of said subdivision a distance of 1316.14 feet to the southeast corner thereof; thence  $N01^{\circ}54'48''E$  along the east line of said subdivision a distance of 1721.68 feet; thence  $N88^{\circ}05'12''W$  a distance of 10.00 feet; thence  $S09^{\circ}17'44''W$  a distance of 150.00 feet; thence  $S45^{\circ}16'42''W$  a distance of 60.00 feet; thence  $S28^{\circ}18'12''W$  a distance of 55.00 feet; thence  $S15^{\circ}21'06''W$  a distance of 30.00 feet; thence  $S75^{\circ}28'27''W$  a distance of 15.00 feet; thence  $N19^{\circ}30'55''W$  a distance of 23.00 feet; thence  $N46^{\circ}42'31''W$  a distance of 37.00 feet; thence  $S77^{\circ}21'41''W$  a distance of 15.00 feet; thence  $S21^{\circ}23'58''W$  a distance of 40.00 feet; thence  $S09^{\circ}21'36''W$  a distance of 40.00 feet; thence  $S33^{\circ}46'35''W$  a distance of 20.00 feet; thence  $N89^{\circ}02'35''W$  a distance of 15.00 feet; thence  $N29^{\circ}29'41''W$  a distance of 45.00 feet; thence  $S54^{\circ}31'35''W$  a distance of 45.00 feet; thence  $S82^{\circ}36'10''W$  a distance of 28.00 feet; thence  $S17^{\circ}42'43''W$  a distance of 15.00 feet; thence  $S76^{\circ}33'00''W$  a distance of 35.00 feet; thence  $N04^{\circ}26'23''E$  a distance of 20.00 feet; thence  $N11^{\circ}53'22''W$  a distance of 28.00 feet; thence  $N50^{\circ}49'37''W$  a distance of 35.00 feet; thence  $N23^{\circ}58'49''W$  a distance of 50.00 feet; thence  $N29^{\circ}44'49''W$  a distance of 42.00 feet; thence  $N23^{\circ}10'59''E$  a distance of 60.00 feet; thence  $N45^{\circ}25'30''E$  a distance of 40.00 feet; thence  $N32^{\circ}01'57''E$  a distance of 25.00 feet; thence  $S81^{\circ}45'11''E$  a distance of 50.00 feet; thence  $N63^{\circ}26'50''E$  a distance of 20.00 feet; thence  $S57^{\circ}47'26''E$  a distance of 50.00 feet; thence  $N30^{\circ}50'00''E$  a distance of 30.00 feet; thence  $N88^{\circ}01'03''E$  a distance of 46.00 feet; thence  $N21^{\circ}15'58''E$  a distance of 18.00 feet; thence  $N44^{\circ}13'52''W$  a distance of 62.00 feet; thence  $S43^{\circ}02'38''W$  a distance of 38.00 feet; thence  $N65^{\circ}01'57''W$  a distance of 50.00 feet; thence  $N28^{\circ}55'16''W$  a distance of 17.00 feet; thence  $N50^{\circ}55'52''W$  a distance of 87.00 feet; thence  $N00^{\circ}43'21''W$  a distance of 23.00 feet; thence  $N28^{\circ}23'59''E$  a distance of 27.00 feet; thence  $N23^{\circ}34'13''W$  a distance of 25.00 feet; thence  $S53^{\circ}00'48''W$  a distance of 50.00 feet; thence  $S34^{\circ}51'20''W$  a distance of 15.00 feet; thence  $S79^{\circ}06'40''W$  a distance of 25.00 feet; thence  $N83^{\circ}14'08''W$  a distance of 48.00 feet; thence  $S62^{\circ}47'47''W$  a distance of 36.00 feet; thence  $S49^{\circ}38'50''W$  a distance of 66.00 feet; thence  $S17^{\circ}06'33''E$  a distance of 37.00 feet; thence  $S72^{\circ}17'49''E$  a distance of 37.00 feet; thence  $S22^{\circ}49'45''E$  a distance of 31.00 feet; thence  $S73^{\circ}45'36''E$  a distance of 30.00 feet; thence  $S41^{\circ}29'25''E$  a distance of 45.00 feet; thence  $S01^{\circ}00'06''W$  a distance of 20.00 feet; thence  $S47^{\circ}49'10''W$  a distance of 20.00 feet; thence  $S44^{\circ}48'59''W$  a distance of 48.00 feet; thence  $S76^{\circ}09'41''W$  a distance of 45.00 feet; thence  $N35^{\circ}03'48''W$  a distance of 40.00 feet; thence  $N44^{\circ}31'58''W$  a distance of 85.00 feet; thence  $S83^{\circ}44'28''W$  a distance of 65.00 feet; thence  $S53^{\circ}12'43''W$  a distance of 110.00 feet; thence  $S33^{\circ}37'27''E$  a distance of 30.00 feet; thence  $N71^{\circ}16'45''E$  a distance of 65.00 feet; thence  $S23^{\circ}27'24''E$  a distance of 48.00 feet; thence  $S35^{\circ}43'05''W$  a distance of 38.00 feet; thence  $N66^{\circ}42'42''W$  a distance of 30.00 feet; thence  $N53^{\circ}54'12''W$  a distance of 40.00 feet; thence  $S57^{\circ}44'36''W$  a distance of 50.00 feet; thence  $S37^{\circ}24'23''W$  a distance of 40.00 feet; thence  $S72^{\circ}17'14''W$  a distance of 30.00 feet; thence  $S75^{\circ}53'20''W$  a distance of 95.00 feet; thence  $N60^{\circ}19'04''W$  a distance of 75.00 feet; thence  $S86^{\circ}18'54''W$  a distance of 40.00 feet; thence

S44°27'01"W a distance of 25.00 feet; thence S28°30'34"W a distance of 32.00 feet; thence N88°43'05"W a distance of 34.00 feet; thence N74°26'17"W a distance of 66.00 feet; thence S71°57'36"W a distance of 66.00 feet; thence S47°01'51"W a distance of 40.00 feet; thence S31°42'56"W a distance of 40.00 feet; thence S56°11'04"W a distance of 38.00 feet to a point on the west line of said West Half which bears S01°52'18"W a distance of 1325.00 feet from the northwest corner of said subdivision; thence N84°24'13"W a distance of 70.00 feet; thence S08°04'55"W a distance of 35.00 feet; thence S48°31'34"E a distance of 28.00 feet; thence S48°45'49"W a distance of 20.00 feet; thence S01°34'46"W a distance of 60.00 feet; thence S39°54'54"W a distance of 35.00 feet; thence S83°00'12"W a distance of 33.00 feet; thence S58°01'43"W a distance of 48.00 feet; thence S04°09'02"E a distance of 28.00 feet; thence S32°48'07"E a distance of 55.00 feet; thence S01°49'07"W a distance of 38.00 feet; thence S18°07'45"E a distance of 50.00 feet; thence S12°49'04"W a distance of 35.00 feet; thence S37°21'08"W a distance of 38.00 feet; thence S84°21'15"W a distance of 32.00 feet; thence N50°03'28"W a distance of 67.00 feet; thence S80°17'24"W a distance of 26.00 feet; thence N81°39'06"W a distance of 35.00 feet; thence N69°28'34"W a distance of 88.00 feet; thence N75°53'18"W a distance of 36.00 feet; thence N51°41'59"W a distance of 18.00 feet; thence N53°24'10"E a distance of 18.00 feet; thence N70°00'33"E a distance of 33.00 feet; thence N57°40'31"E a distance of 100.00 feet; thence N76°08'13"E a distance of 28.00 feet; thence N54°28'38"E a distance of 20.00 feet; thence N72°57'34"E a distance of 40.00 feet; thence N44°32'23"E a distance of 21.00 feet; thence N07°33'34"W a distance of 35.00 feet; thence N47°54'21"W a distance of 55.00 feet; thence N70°42'46"W a distance of 40.00 feet; thence N80°15'25"W a distance of 28.00 feet; thence N67°43'58"W a distance of 60.00 feet; thence N74°00'16"W a distance of 25.00 feet; thence N85°34'18"W a distance of 33.00 feet; thence S67°47'56"W a distance of 33.00 feet; thence S00°20'00"W a distance of 38.00 feet; thence S74°20'15"W a distance of 45.00 feet; thence S83°45'38"W a distance of 38.00 feet; thence S47°05'46"W a distance of 35.00 feet; thence S70°53'38"W a distance of 100.00 feet; thence S50°46'38"W a distance of 50.00 feet; thence S44°19'53"W a distance of 50.00 feet; thence S84°59'30"W a distance of 23.00 feet; thence S74°10'22"W a distance of 48.00 feet; thence S88°08'39"W a distance of 60.00 feet; thence N82°22'40"W a distance of 85.00 feet; thence N89°16'50"W a distance of 38.00 feet; thence S75°24'45"W a distance of 32.00 feet; thence S08°02'52"W a distance of 26.00 feet; thence N67°29'30"W a distance of 28.00 feet; thence S88°43'19"W a distance of 82.00 feet; thence S53°06'38"W a distance of 42.00 feet; thence S05°38'18"E a distance of 25.00 feet; thence S43°08'04"E a distance of 30.00 feet; thence S57°35'15"E a distance of 43.00 feet; thence S87°03'09"E a distance of 25.00 feet; thence N76°15'48"E a distance of 69.00 feet; thence S38°45'25"E a distance of 15.00 feet; thence S82°57'09"E a distance of 25.00 feet; thence N49°55'18"E a distance of 45.00 feet; thence N21°53'13"E a distance of 20.00 feet; thence N09°37'46"W a distance of 15.00 feet; thence N30°35'56"W a distance of 15.00 feet; thence N27°55'13"E a distance of 15.00 feet; thence N88°16'25"E a distance of 25.00 feet; thence S71°36'30"E a distance of 33.00 feet; thence S85°49'05"E a distance of 100.00 feet; thence S58°51'22"E a distance of 24.00 feet; thence S43°58'06"W a distance of 35.00 feet; thence S10°00'52"E a distance of 22.00 feet; thence S63°46'51"W a distance of 62.21 feet; thence S53°02'32"W a distance of 35.00 feet; thence N82°46'50"W a distance of 70.00 feet; thence S87°10'20"W a distance of 90.00 feet; thence S74°29'22"W a distance of 40.00 feet; thence S59°45'04"W a distance of 30.27 feet; thence S79°11'34"W a distance of 30.00 feet; thence N72°20'36"W a distance of 48.00 feet; thence S79°27'35"W a distance of 39.00 feet; thence S50°54'39"W a distance of 40.32 feet; thence



S26°00'31"W a distance of 35.00 feet; thence S00°38'40"W a distance of 30.00 feet; thence S22°30'54"E a distance of 40.00 feet; thence S40°08'48"E a distance of 30.00 feet; thence S45°15'38"E a distance of 33.00 feet; thence S30°08'16"W a distance of 15.00 feet; thence N81°15'48"W a distance of 20.00 feet; thence N64°02'35"W a distance of 148.00 feet; thence N77°01'15"W a distance of 20.00 feet; thence N48°22'35"W a distance of 30.00 feet; thence N61°32'55"W a distance of 30.00 feet; thence N65°19'29"W a distance of 120.00 feet; thence N52°04'52"W a distance of 30.00 feet; thence N62°10'00"W a distance of 25.00 feet; thence N82°14'00"W a distance of 37.00 feet; thence N71°09'56"W a distance of 34.00 feet; thence N88°50'26"W a distance of 27.00 feet; thence N79°57'08"W a distance of 20.00 feet; thence S86°20'35"W a distance of 17.00 feet; thence S71°22'04"W a distance of 21.00 feet; thence N44°34'12"W a distance of 17.00 feet; thence N63°41'11"W a distance of 26.00 feet; thence N49°19'43"W a distance of 15.00 feet; thence N57°26'52"W a distance of 32.00 feet; thence N86°09'42"W a distance of 15.00 feet; thence S69°44'03"W a distance of 23.00 feet; thence S81°24'36"W a distance of 23.00 feet; thence N79°11'59"W a distance of 22.00 feet; thence N69°05'20"W a distance of 18.00 feet; thence N87°45'03"W a distance of 34.00 feet; thence S83°11'09"W a distance of 46.00 feet; thence S89°48'03"W a distance of 30.00 feet; thence S71°53'48"W a distance of 15.00 feet; thence S42°33'50"W a distance of 15.00 feet; thence S10°21'56"W a distance of 15.00 feet; thence S71°26'15"W a distance of 10.00 feet; thence N85°21'08"W a distance of 45.00 feet; thence S75°03'45"W a distance of 45.00 feet; thence S55°29'41"W a distance of 21.00 feet; thence S16°39'45"E a distance of 26.00 feet; thence S27°10'37"W a distance of 26.00 feet; thence S66°39'55"W a distance of 15.00 feet; thence S55°30'30"W a distance of 15.00 feet; thence S85°27'59"W a distance of 45.00 feet; thence N88°25'00"W a distance of 57.00 feet; thence N74°59'25"W a distance of 20.00 feet; thence N37°11'23"W a distance of 43.00 feet; thence N79°42'08"W a distance of 24.00 feet; thence N66°37'01"W a distance of 22.00 feet; thence N74°03'42"W a distance of 92.00 feet; thence N87°07'41"W a distance of 47.00 feet; thence N73°14'09"W a distance of 27.00 feet; thence N88°48'35"W a distance of 47.00 feet; thence N88°51'48"W a distance of 35.00 feet; thence N35°27'53"W a distance of 44.00 feet; thence N57°11'17"W a distance of 39.00 feet to the west line of said South Half of the Southeast Quarter of Section 14; thence S01°44'03"W along said west line a distance of 384 feet, more or less, to the centerline of the Newaukum River; thence Northeasterly and Southeasterly along said centerline a distance of 1460 feet, more or less, to the south line of said subdivision; thence S88°15'45"E along the south line of said subdivision a distance of 1603 feet, more or less, to the POINT OF BEGINNING.

Encompassing 88.40 acres, more or less

**Exhibit C**  
**2007 Mapped Flood Area**

Unofficial Record

